

**Fill in this information to identify your case:**

Debtor 1: Antonio De Oliveira

Debtor 2: \_\_\_\_\_

United States Bankruptcy Court for the: District of New Jersey

Case number (if known): 18-24842

Official Form 427

**Cover Sheet for Reaffirmation Agreement**

12/15

Anyone who is a party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

**Part 1: Explain the Repayment Terms of the Reaffirmation Agreement**

1. Who is the creditor? Toyota  
Name of the creditor

2. How much is the debt?  
On the date that the bankruptcy case is filed \$ 2,340.00  
To be paid under the reaffirmation agreement \$ 2,340.00  
\$ 260.00 per month for 9 months at 6.99 percent interest rate

3. What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).)  
Before the bankruptcy case was filed \_\_\_\_\_ %  
Under the reaffirmation agreement \_\_\_\_\_ % ☐ Fixed rate ☐ Adjustable rate

4. Does collateral secure the debt?  
☐ No ☒ Yes Describe the collateral: \_\_\_\_\_  
Current market value \$ \_\_\_\_\_

5. Does the creditor assert that the debt is nondischargeable?  
☐ No ☒ Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable.

6. Using information from Schedule I: Your Income (Official Form 106J) and Schedule J: Your Expenses (Official Form 106J), fill in the amounts.

Income and expenses reported on Schedules I and J		Income and expenses stated on the reaffirmation agreement	
6a. Combined monthly income from line 12 of Schedule I	\$ <u>4,457.70</u>	6a. Monthly income from all sources after payroll deductions	\$ <u>4,457.70</u>
6b. Monthly expenses from line 22c of Schedule J	\$ <u>4,055.91</u>	6b. Monthly expenses	\$ <u>4,055.91</u>
6c. Monthly payments on all reaffirmed debts not included in Schedule J	\$ <u>260.00</u>	6c. Monthly payments on all reaffirmed debts not included in monthly expenses	\$ <u>260.00</u>
6d. Scheduled net monthly income Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.	\$ <u>3,795.81</u>	6d. Present net monthly income Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.	\$ <u>3,795.91</u>

Debtor 1

Case number 18-24842

Are the income amounts on lines 6a and 6c different?

☐ No

☒ Yes. Explain why they are different and complete line 7.

8. Are the expense amounts on lines 6b and 6f different?

☒ No

☐ Yes. Explain why they are different and complete line 10.

9. Is the net monthly income in line 6h less than 0?

☒ No

☐ Yes. A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10.

10. Debtor's certification about lines 7-9

If any answer on lines 7-9 is Yes, the debtor must sign here.

If all the answers on lines 7-9 are No, go to line 11.

I certify that each explanation on lines 7-9 is true and correct.

x

Signature of Debtor 1

x

Signature of Debtor 2 (Spouse if from a Joint Case)

11. Did an attorney represent the debtor in negotiating the reaffirmation agreement?

☐ No

☒ Yes. Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement?

☒ No

☐ Yes

Part 2: Sign Here

Whoever fills out this form must sign here.

I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Cover Sheet for Reaffirmation Agreement.

x

Signature

Date

10/03/2018

Printed Name

Check one:

☒ Debtor or Debtor's Attorney

☐ Creditor or Creditor's Attorney